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*In propria persona.*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT ARIZONA  
PHOENIX DIVISION

10 Jason Crews,  
11 Plaintiff,  
12 vs.  
13 Travel Club Enterprises LLC dba Club  
14 Travelo,  
15 And  
16 Alexandra Olson  
17 Defendant[s].

Case No.: 2:25-cv-00024-KML

### Complaint for Violations of:

1. NEGLIGENT VIOLATIONS  
OF THE TELEPHONE CONSUMER  
PROTECTION ACT [47 U.S.C. §227 ET  
SEQ.]

2. WILLFUL VIOLATIONS OF  
THE TELEPHONE CONSUMER  
PROTECTION ACT [47 U.S.C. §227 ET  
SEQ.]

DEMAND FOR JURY TRIAL

111  
COMPLAINT- 1

## **COMPLAINT**

## Preliminary Statement

1. “When it comes to robocalls, you can only call those who, like Blondie, have said, “Call me. Call me on the line.” If you call people who haven’t opted in, then you face liability under the Telephone Communications Protection Act.” *Perrong v. Bradford*, 2024 WL 2133801, at \*1 (E.D. Pa. May 13, 2024).

2. Plaintiff Jason Crews (“Plaintiff”) brings this action under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C § 227, a federal statute enacted in response to widespread public outrage about the proliferation of intrusive, nuisance calling practices. See *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012).

3. The Defendants in this action, Travel Club Enterprises LLC and Alexandra Olson, orchestrated placing two (2) illegal telemarketing calls using an Automated Telephone Dialing System (“ATDS”) to a number assigned to a cellular service which was included on the national Do-Not-Call List.

4. Plaintiff never consented to receive such messages.

## Parties

5. Plaintiff Jason Crews (“Crews”) is and was a resident of Maricopa County, Arizona at all relevant times, and a resident of this District.

6. Defendant Travel Club Enterprises LLC (“TCE”), incorporated in Delaware, doing business as Club Travelo, and is in the business of selling travel club memberships to the public.

7. Defendant Alexandra Olson (“Olson”), a resident of Maricopa County, Arizona, was at all times relevant the owner and manager of TCE who directed and authorized the illegal calls complained of herein.

## Jurisdiction & Venue

8. The Court has federal question subject matter jurisdiction over these TCPA claims: *Mims v. Arrow Fin. Services, LLC*, 132 S. Ct. 740 (2012).

1       9. The Court has specific personal jurisdiction over the Defendants because the  
2 defendants caused the events complained herein to occur in Arizona out of which the TCPA  
3 claims arose, and the defendants had minimum contacts with Arizona to justify assertion by  
4 an Arizona court of personal jurisdiction, *Meyers v. Hamilton Corp.*, 693 P.2d 904 (Ariz. 1985).  
5 Defendants intentionally called or caused Plaintiff's number to be called by dialing an  
6 Arizona area code at least two (2) times within a twelve month period to advertise their  
7 services despite Plaintiffs number being listed on the national do not call registry in violation  
8 of the TCPA. Additionally TCE and their representatives are licensed to sell insurance by  
9 the State of Arizona.

10        10. This Court has specific personal jurisdiction over Defendants because  
11 Defendants purposefully availed themselves to the State of Arizona and to this District, and  
12 there is a sufficient relationship between Defendants' purposeful contacts with Arizona and  
13 the litigation. Defendants purposefully sent calls into Arizona despite having no business  
14 relationship with Plaintiff.

15 a. Defendants target Arizona when marketing travel club memberships and regularly  
16 conduct business in this District, including telephone solicitation.

17 b. Defendants purposefully sent phone calls to Plaintiff's Phoenix area phone number  
18 with area code 602 to generate leads for Defendant TCE.

19 c. Defendants Olson directed the calls to be sent into Arizona and purposefully  
20 directed that Arizona residents be targeted with the solicitation phone calls.

21 d. The purposeful calls to Arizona injured Plaintiff in Arizona, creating a causal link  
22 among Defendants, the forum, and the litigation exceeding the non-causal affiliation  
23 sufficient to support personal specific jurisdiction. See *Ford Motor Co. v Mont.* Eight  
24 Jud. Dist. Ct., 141 S. Ct. 1017 (2021).

## Venue

26 11. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(1)-(2) because a  
27 substantial part of the events giving rise to the claims—the calls and sale of goods and  
28 services directed at Arizona residents, including the Plaintiff—occurred in this District and

1 because the Plaintiff resides in this District and because the Plaintiff resides in the District  
2 of Arizona when he received a substantial, if not every single phone call, from Defendants  
3 TCE and Olson which is the subject matter of this lawsuit.

4           12. Venue is proper for this matter because the calls at issue were sent by or on behalf  
5           of the above-named Defendants to Plaintiff, an Arizona resident.

## The Telephone Consumer Protection Act

7       13. In 1991, Congress enacted the TCPA to restrict the use of sophisticated  
8 telemarketing equipment that could target millions of consumers en masse. Congress found  
9 that these calls were not only a nuisance and an invasion of privacy to consumers  
10 specifically but were also a threat to interstate commerce generally. See S. Rep. No. 102-178,  
11 at 2-3 (1991), as reprinted in 1991 U.S.C.C.A.N. 1968, 1969-71.

12        14. The TCPA makes it unlawful “to make any call (other than a call made for  
13 emergency purposes or made with the prior express consent of the called party) using an  
14 automatic telephone dialing system (‘ATDS’) or an artificial or prerecorded voice ... to any  
15 telephone number assigned to a ... cellular telephone service.” 47 U.S.C. § 227(b)(1)(A)(iii).

16        15. The TCPA makes it unlawful “to initiate any telephone call to any residential  
17 telephone line using an artificial or prerecorded voice to deliver a message without the prior  
18 express consent of the called party, unless the call is initiated for emergency purposes, is  
19 made solely pursuant to the collection of a debt owed to or guaranteed by the United States  
20 or is exempted by rule or order” of the Federal Communication Commission (“FCC”). 47  
21 U.S.C. § 227(b)(1)(B). 15. The TCPA provides a private cause of action to persons who  
22 receive calls in violation of § 227(b). 47 U.S.C. § 227(b)(3).

23        16. Separately, the TCPA bans telemarketing calls without a do-not-call policy  
24 available upon demand. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(d)(1).1

25        17. The TCPA provides a private cause of action to persons who receive calls in  
26 violation of § 227(c) or a regulation promulgated thereunder. 47 U.S.C. § 227(c)(5).

27       18. According to findings of the FCC, the agency vested by Congress with  
28 authority to issue regulations implementing the TCPA, automated or prerecorded telephone

1 calls are a greater nuisance and invasion of privacy than live solicitation calls and can be  
 2 costly and inconvenient.

3       19. The FCC also recognizes that “wireless customers are charged for incoming  
 4 calls whether they pay in advance or after the minutes are used.” *In re Rules and Regulations*  
 5 *Implementing the Tel. Consumer Prot. Act of 1991*, 18 FCC Rcd. 14014, 14115 ¶ 165 (2003).

6       20. The FCC requires “prior express written consent” for all autodialed or  
 7 prerecorded telemarketing robocalls to wireless numbers and residential lines. In  
 8 particular:[A] consumer’s written consent to receive telemarketing robocalls must be signed  
 9 and be sufficient to show that the consumer: (1) received clear and conspicuous disclosure  
 10 of the consequences of providing the requested consent, i.e., that the consumer will receive  
 11 future calls that deliver prerecorded messages by or on behalf of a specific seller; and (2)  
 12 having received this information, agrees unambiguously to receive such calls at a telephone  
 13 number the consumer designates. In addition, the written agreement must be obtained  
 14 without requiring, directly or indirectly, that the agreement be executed as a condition of  
 15 purchasing any good or service.

16       21. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*,  
 17 27 FCC Rcd. 1830, 1844 ¶ 33 (2012) (footnote and internal quotation marks omitted). FCC  
 18 regulations “generally establish that the party on whose behalf a solicitation is made bears  
 19 ultimate responsibility for any violations.” *In the Matter of Rules and Regulations Implementing the*  
*Tel. Consumer Prot. Act of 1991*, 10 FCC Rcd. 12391, 12397 ¶ 13 (1995).

21       22. The FCC confirmed this principle in 2013, when it explained that “a seller ...  
 22 may be held vicariously liable under federal common law principles of agency for violations  
 23 of either section 227(b) or section 227(c) that are committed by third-party telemarketers.”  
*In the Matter of the Joint Petition Filed by Dish Network, LLC*, 28 FCC Rcd. 6574, 6574 ¶ 1  
 25 (2013).

26       23. Under the TCPA, a text message is a call. *Satterfield v. Simon & Schuster, Inc.*, 569  
 27 F.3d 946, 951 – 52 (9th Cir. 2009).

28

1           24. A corporate officer involved in the telemarketing at issue may be personally  
2 liable under the TCPA. E.g., *Jackson Five Star Catering, Inc. v. Beason*, Case No. 10-10010, 2013  
3 U.S. Dist. LEXIS 159985, at \*10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that  
4 corporate actors can be individually liable for violating the TCPA where they had direct,  
5 personal participation in or personally authorized the conduct found to have violated the  
6 statute.” (internal quotation marks omitted)); *Maryland v. Universal Elections*, 787 F. Supp. 2d  
7 408, 415 – 16 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid  
8 individual liability, the TCPA would lose much of its force.”).

## Factual Allegations

10 25. To promote their services Defendants also relied on the use of ATDS systems.

11 26. Plaintiff had no prior business relationship with Defendants.

12 27. Plaintiff is a “person” as defined by 47 U.S.C. § 153(39).

13 28. Defendant Olson is a “person” as defined by 47 U.S.C. § 153(39).

14 29. Defendant TCE is a “person” as defined by 47 U.S.C. § 153(39).

15 30. The phone number (602) 295-XXXX (“Cell Number”) belongs to Plaintiff.

16 31. The Cell Number has been on the Do-Not-Call registry since November 7,

17 2006.

18       32. Despite this registration, Defendants placed the calls summarized in the  
19 following table with an Automated Telephone Dialing Systems (“ATDS”).

	<b>Date</b>	<b>Time</b>	<b>Caller ID</b>
20	7/26/24	12:05 PM	(731)451-0779
21	11/6/24	12:34 PM	(602)903-4467
22	1/6/25	9:17 AM	(602)996-8364

24        33. The Cell Number is assigned to a cellular phone used exclusively for personal  
25        residential purposes.

34. Plaintiff did not consent to receive telephone calls via ATDS.

35. The Cell Number is not associated with a business.

28

1 Calls to Plaintiff

2 36. On or about July 7, 2024, Plaintiff received a call presenting caller ID (731)451-  
3 0779.

4 37. Plaintiff was greeted by an individual who identified himself as Luis Martinez  
5 (“Martinez”).

6 38. Martinez invited Plaintiff “to be one of our guests to the Grand Open House  
7 Celebration of our newest Travel Reservation Center located here in Scottsdale, Arizona.”

8 39. Martinez said he was calling on behalf of Club Travelo.

9 40. On or about July 26, 2024, Plaintiff received a call presenting caller ID  
10 (731)451-0779.

11 41. Plaintiff was greeted by an individual who identified themselves as Luis  
12 Martinez (“Martinez”).

13 42. Martinez claimed to be calling from United Airlines and offered “guests to  
14 [attend] the Grand Open House Celebration of our newest Travel Reservation Center  
15 located here in Scottsdale, Arizona.”.

16 43. Upon information and belief the purpose of this invitation was to further  
17 solicit Plaintiff into purchasing a membership to their “Travel Club”.

18 44. Martinez transferred Plaintiff to another individual who identified themselves  
19 as Camille.

20 45. Camille continued to pressure Plaintiff into attending “agency promotion that  
21 will happen here in in Scottsdale.”

22 46. Plaintiff asked Camille “So what you guys do as your travel agency, you want  
23 me to like, you're trying to get me to buy travel?” To which she replied, “yes, sir”.

24 47. Plaintiff asked Camille for the name of her company and she said “Preview  
25 Center”.

26 48. Plaintiff was unable to locate any information about “Preview Center” in  
27 Scottsdale, and asked Camille for more information.

28 49. Camille eventually said the name of her company was Club Travelo.

50. On November 6, 2024, Plaintiff received a second call from an individual following a very similar script to the July 26 phone call.

51. The caller said they were calling on behalf of Club Travello.

52. On or about January 6, 2025, Plaintiff received a third call which followed a similar script to the prior two calls advertising similar products which lead him to believe the call was placed on behalf of Club Travello.

53. On or about February 6, 2025, A representative from Club Travelo emailed Plaintiff admitting “[the calls] were likely made by a vendor...”

## Defendants' Use of an ATDS

54. TCE's called from various different numbers with different area codes.

55. TCE's representatives used the identical or nearly identical scripts.

56. TCE's representatives purposefully attempted to conceal the identity of their company, initially claiming to represent American Airlines.

57. When calling back the numbers presented by the caller ID's Plaintiff the numbers were disconnected.

58. TCE's representatives solicited services did not target Plaintiff individually but rather utilized generic scripts which never identified Plaintiff by name.

59. For these reasons, Plaintiff believes the telemarketers used an ATDS to generate leads for Defendant's debt relief services.

60. The calls were conducted using an Automatic Telephone Dialing System (ATDS). As the Supreme Court recently clarified, the key feature of an ATDS is the capacity to store numbers to be called using a random or sequential number generator or to produce numbers to be called using a random or sequential number generator: *Facebook, Inc. v. Duguid*, 141 S. Ct. 1163, 1167 (2021).

61. The Third Circuit recently clarified that “Congress envisioned a broad understanding of ‘equipment’” that constitutes an ATDS. It also clarified that the analysis of whether an ATDS was used in violation of the TCPA centers around “whether the

1 Defendants employ[s] [ATDS] capacities to make automated calls": *Panzarella v. Navient*  
 2 *Sols., Inc.*, 37 F.4th 867, 873, 878 (3d Cir. 2022). In so doing, it held that Congress intended  
 3 to "ban all autodialed calls" because Congress "found autodialer technology to be uniquely  
 4 harmful": *Id.* at 879 (cleaned up).

5       62. In enacting the ATDS prohibition, the Third Circuit cited favorably to  
 6 Congressional understanding "that telemarketers could transform ordinary computers into  
 7 autodialers through minor and inexpensive modifications," including by "relying on  
 8 computerized databases containing telephone numbers during their dialing campaigns": *Id.*  
 9 at 880 (cleaned up). The Third Circuit held that, in passing the TCPA's ATDS prohibition,  
 10 Congress intended to remedy the problems caused by callers using computer software to  
 11 dial numbers randomly or sequentially from a list or database: *Id.*

12       63. The system(s) that Defendants used to place the calls to Plaintiff is/are an  
 13 ATDS because it would be illogical to dial a number manually, have Plaintiff answer the  
 14 phone, and only then connect Plaintiff to a human being.

15       64. Audible pauses, clicks, and beeps are hallmark indicia of ATDS systems. This  
 16 supports the inference that Defendants used an ATDS, such as one that "use[s] a random  
 17 [or sequential] number generator to determine the order in which to pick phone numbers  
 18 from a pre-produced list": *Facebook*, 141 S. Ct. at 1171 n.7.

19       65. Other courts have held, post-Facebook, that allegations similar to those herein  
 20 of the absence of a relationship between the parties, and the random nature of the  
 21 automation device (such as the ability to randomly generate caller ID numbers), are all  
 22 indicia of use of a random or sequential dialing device. This gives rise to the inference at the  
 23 pleadings stage that an ATDS was used to make the calls: *Camunas v. Nat'l Republican*  
 24 *Senatorial Comm.*, No. 21-1005, 2021 U.S. Dist. LEXIS 100125 at \*11 (E.D. Pa. May 26,  
 25 2021).

26       66. No facts exist here to support the conclusion that Defendants was calling from  
 27 a curated list of his past customers. In contrast to a company that dials calls en masse to  
 28 multiple individuals from a list of telephone numbers (as here), a company that calls its

existing customers utilizing an imported customer list does not place calls using an ATDS. Such calling uses a database targeting existing customers' information rather than computer-generated tables or lists of individuals to be called: *Panzarella*, 37 F.4th at 881–882.

4 67. Plaintiff is ignorant of the exact process by which the system(s) used by  
5 Defendants operates other than by drawing the reasonable inference and alleging that the  
6 system(s) stores or produces telephone numbers randomly or possibly sequentially based on  
7 the facts ascertainable from the calls Plaintiff received, as outlined above. Indeed, as at least  
8 one district court explained, “The newly clarified definition of an ATDS is more relevant to  
9 a summary judgment motion than at the pleading stage”: *Gross v. GG Homes, Inc.*, No. 3:21-  
10 cv-00271-DMS-BGS, 2021 WL 2863623, at \*7 (S.D. Cal. July 8, 2021); accord *Miles v.*  
11 *Medicredit, Inc.*, No. 4:20-cv- 01186-JAR, 2021 WL 2949565 (E.D. Mo. July 14, 2021).

## **Defendants' Conduct Was Knowing and Willing**

13        68. Defendants intentionally called Plaintiff multiple times in order to advertise  
14 their services to Plaintiff.

15        69. These calls were knowingly and intentionally made in spite of Plaintiff's number  
16 decades-long listing on the National Do-Not-Call List.

## Olson's Personal Liability

18       70. Defendant Olson personally participated in the calls at issue because Olson  
19 personally directed the calls to be transmitted throughout the United States including  
20 numbers with Arizona area codes of which he knew were likely to belong to individuals,  
21 such as Plaintiff, who reside there.

22 | 71. Olson is the principal officer of Defendant TCE.

23       72. Olson closely holds Defendant TCE and is intimately involved in all decision-  
24       making and legal activities of Defendant TCE.

25        73. Olson made the decision to hire agents such as Martinez, approved of training  
26 employees such as Martinez on the use of proprietary technology, and directed his  
27 employees to use the technology with the intention of breaking state and federal laws.

1       74. Defendant Olson has direct and personal involvement in and ultimate control  
 2 over every aspect of Defendant TCE's wrongful conduct that violated the TCPA, and/or  
 3 directly controlled and authorized this conduct.

4       75. Defendant Olson at all times relevant to this Complaint acting alone or in  
 5 concert with others, formulated, directed, controlled, had the authority to control, or  
 6 participated in the acts and practices set forth in this Complaint,

7       76. There is precedent holding corporate officers personally liable when they  
 8 participate in the alleged actions: "If the officer directly participated in or authorized the  
 9 statutory violation, even though acting on behalf of the corporation, he may be personally  
 10 liable. See *United States v Pollution Serv. Of Oswego, Inc.*, 763 F.2d 133, 134-135 (2nd Cir.1985)  
 11 The "well-settled" tort rule provides that "when corporate officers directly participate in or  
 12 authorized the commission of a wrongful act, even if the act is done on behalf of the  
 13 corporation, they may be personally liable." *General Motos Acceptance Corp. v. Bates*, 954 F.2d  
 14 1081, 1085 (5th Cir. 1992). The Fifth Circuit has elaborated that "the thrust of the general  
 15 [tort] rule is that the officer to be held personally liable must have some direct, personal  
 16 participation in the tort, as where the defendant was the 'guiding spirit' behind the wrongful  
 17 conduct....or the 'central figure' in the challenged corporate activity." *Mozingo v. Correct Mfg.*  
 18 *Corp.*, 752 F.2d 168, 174 (5th Cirt. 1985) (Citing *Escude Cruz v. Ortho Pharmaceutical Corp.*, 619  
 19 F. 2d 902, 907 (1st Cir.1980)) (Citing *Texas v. American Blastfax, Inc.*, 164 F. Supp. 2d 892  
 20 (W.D. Tex. 2001) Quoting *Texas v. American Blastfax*: The Court finds the above principles  
 21 applicable to the TCPA that is, an officer may be personally liable under the TCPA if he had  
 22 direct, personal participation in or personally authorized the conduct found to have violated  
 23 the statute, and was not merely tangentially involved. Individuals who directly (and here,  
 24 knowingly and willfully) violate the TCPA should not escape liability solely because they are  
 25 corporate officers. As the State persuasive argues, to hold otherwise would allow the  
 26 individual defendants to simply dissolve Blastfax, set-up a new shell corporation, and repeat  
 27 their conduct. Congress surely did not intend to permit such a result in passing the TCPA.  
 28 To be clear, the Court finds Greg and Michael Horne were the "guiding spirits" an the

1 “central figures” behind the TCPA violations. They were the two persons who controlled all  
 2 of Blastfax’s day-to-day operations. They both had direct, personal involvement in and  
 3 ultimate control over every aspect of Blastfax’s wrongful conduct that violate the TCPA,  
 4 and/or directly controlled and authorized this conduct. And they did so with their eyes and  
 5 pocketbooks wide open. After October 5, 2000, Greg and Michael Horne had good reason  
 6 to believe they were running a business that violated the TCPA. On February 9, 2001, they  
 7 knew they were. Yet they continued to direct their company to send unsolicited intrastate fax  
 8 advertisements. This is far more than a simple derivative liability case. Accordingly, the  
 9 Court \*899 holds defendants Greg and Michael Horne are jointly and severally liable with  
 10 Defendant Blastfax, Inc., for all TCPA damages in this lawsuit.” *Texas v. American Blastfax,*  
 11 *Inc.*, 164 F. Supp. 2d 892 (W.D. Tex. 2001).

12       77. The Same Court held that corporate officers were also personally liable for  
 13 DTPA violations; The State contends Greg and Michael Horne are personally liable for any  
 14 DTPA damages because they were solely responsible for the violating conduct.....For the  
 15 same reasons discussed in finding the individual defendants personally liable under the  
 16 TCPA, the Court agrees. See, e.g., *Barclay v. Johnson*, 686 S.W.2d 334, 336-37 (Tex. Civ. App.-  
 17 Houston [1ST Dist.] 1985, no writ) (finding personal liability for corporate officer in DTPA  
 18 misrepresentation claim, based on general rule that “a corporate agent knowingly  
 19 participating in a tortious or fraudulent act may be held individually liable, even though he  
 20 performed the act as an agent for the corporation.....Accordingly, the Court finds  
 21 defendants American Blastfax, Inc., Greg Horne and Michael Horne are jointly and severally  
 22 liable for \$6,000 in damages for their violations of the DTPA.” *Texas v. American Blastfax,*  
 23 *Inc.*, 164 F. Supp. 2d 892 (W.D. Tex. 2001).

24       78. Defendant Olson is the CEO of TCE and controls the day-to-day operations of  
 25 TCE and directs his employees, agents, salespersons, and solicitors to make TCPA-violating  
 26 phone calls.

27       79. Defendant Olson is not merely a bystander. He is the mastermind that schemed,  
 28 planned, directed, initiated, and controlled illegal and fraudulent behavior.

1       80. Defendant Olson is well aware their conduct violated the TCPA and refused to  
2 alter their behavior. Defendant Olson is the principal director and officer of Defendant TCE  
3 and the only person with the power to make unlawful, fraudulent, and unethical behavior  
4 stop.

5        81. Defendant's calls harmed Plaintiff by causing the very harm that Congress  
6        sought to prevent—a nuisance and invasion of privacy.

## Vicarious Liability

8        82. Defendant TCE through their authorized representative Martinez made multiple  
9 auto-dialed robocalls to Plaintiff.

10 83. Martinez used utilized software provided by TCE.

11        84. Martinez used proprietary information and systems provided by Defendant  
12 TCE.

13 85. TCE authorized Martinez to make the phone calls at issue here.

14        86. TCE was aware of the phone calls being made by Martinez and accepted  
15 referrals from Martinez pursuant to the authorization provided to Martinez by TCE.

16        87. TCE gave access to their proprietary systems and software to Defendant  
17 Martinez.

18        88. TCE hired an offshore telemarketer to make phone calls on their behalf.  
19 Martinez is the agent of TCE and the offshore telemarketer is the subagent of TCE.

20           89. The offshore telemarketer made the phone calls at the direction and control of  
21 TCE.

22        90. TCE exercised interim control over whom and under what conditions referrals  
23 would be accepted.

24        91. TCE has been aware of the TCPA-violating phone calls made by salespersons  
25 for years and has ratified the behavior by maintaining the salespeople responsible for the  
26 violations and continuing to accept referrals despite the knowledge of the violations.

27        92. Olson has made telemarketing in violation of the TCPA a regular source of  
28 referrals in multiple organizations in which he is associated.

1       93. A defendant may be held vicariously liable for Telephone Consumer Protection  
 2 Act (TCPA) violations where the plaintiff establishes an agency relationship, as defined by  
 3 federal common law, between the defendant and a third-party caller. Telephone Consumer  
 4 Protection Act of 1991, § 3(a), 47 U.S.C.A. § 227(b)(2). *Gomez v. Campbell-Ewald Co.*, 768 F.3d  
 5 872, 11 (9th Cir. 2014).

6       **The TCPA Prohibits All Automated Calls to Protected Numbers**

7       94. The TCPA makes it unlawful "to make any call (other than a call made for  
 8 emergency purposes or made with the prior express consent of the called party) using an  
 9 automated telephone dialing system or an artificial or prerecorded voice ... to any  
 10 telephone number assigned to a ... paging service, cellular telephone service, specialized  
 11 mobile radio service, or other radio common carrier service, or any service for which the  
 12 party is charged for the call": 47 U.S.C. § 227 (b)(1)(A)(iii).

13       95. Congress singled out these services for special protection because Congress  
 14 realized their special importance in terms of consumer privacy (as is the case with cellular  
 15 phones): *Barr v. Am. Ass'n of Pol. Consultants Inc.*, 140 S. Ct. 2335, 2356, (2020) (Gorsuch, J.  
 16 & Thomas, concurring in part and dissenting in part).

17       96. According to findings by the Federal Communications Commission ("FCC"),  
 18 which is the agency Congress vested with the authority to issue regulations implementing  
 19 the TCPA, such messages are prohibited because, as Congress found, automated or  
 20 prerecorded messages are a greater nuisance and invasion of privacy than live ones, are  
 21 costly, and are inconvenient.

22       97. The TCPA provides a private cause of action to persons who receive calls in  
 23 violation of 47 U.S.C. § 227(b)(1)(A). 47 U.S.C. § 227(b)(1)(3).

24       98. These causes of action apply to users of any of four protected services (pager,  
 25 cellular, specialized mobile radio [i.e., radio telephony locator beacon or dispatch system], or  
 26 another radio common carrier service [i.e., ship-to-shore or air-to-ground]), or any service,  
 27 including residential, VoIP, and landline services, for which the called party is charged:  
 28 *Lynn, Monarch Recovery Mgmt. Inc.*, 953 F. Supp. 2d 612, 623, (D. Md. 2013).

1       99. "Non-Emergency pre-recorded voice or autodialed calls to the destinations  
 2       enumerated in 47 U.S.C. § 227(b)(1)(A) are permissible only with the prior express consent  
 3       of the called party."

4       100. U.S.C. § 227(c)(2) states, "No person or entity shall initiate any telephone  
 5       solicitation to ... [a] residential telephone subscriber who has registered his or her  
 6       telephone number on the National Do-Not-Call Registry of persons who do not wish to  
 7       receive telephone solicitations that is maintained by the Federal Government" and defines  
 8       "telephone solicitation" as "the initiation of a telephone call or message for the purpose of  
 9       encouraging the purchase or rental of, or investment in, property, goods, or services, which  
 10       is transmitted to any person...": U.S.C. § 227(f)(15).

11       101. The FCC also recognized that "wireless customers are charged for incoming  
 12       calls whether they pay in advance or after the minutes are used": *In re Rules and*  
 13       *Regulations Implementing the Tel. Consumer Prot. Act of 1991*, CG Docket No. 02-278,  
 14       Report and Order, 18 FCC Rcd. 14014, 14115, ¶ 165 (2003).

15       102. In 2013, the FCC required prior express written consent for all autodialed or  
 16       prerecorded telemarketing calls ("robocalls") to wireless numbers and residential lines.  
 17       Specifically, it ordered:

18       [A] Consumer's written consent to receive telemarketing robocalls must be  
 19       signed and be sufficient to show that the consumer: (1) received "clear and  
 20       conspicuous disclosure" of the consequences of providing the requested  
 21       consent, i.e., that the consumer will receive future calls that deliver  
 22       prerecorded messages by or on behalf of a specific seller; and (2) having  
 23       received this information, agrees unambiguously to receive such calls at a  
 24       telephone number the consumer designates. In addition, the written  
 25       agreement must be obtained "without requiring, directly or indirectly, that the  
 26       agreement be executed as a condition of purchasing any good or service."

27       103. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*,  
 28       27 FCC Rcd. 1830, 1844 (2012) (footnotes omitted).

29       104. 47 C.F.R. § 64.1200 extends 47 U.S.C. § 227 and establishes several delivery  
 30       restrictions. It states, "No person or entity may ... [e]xcept as provided ... initiate any

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1 telephone call ... using an automatic telephone dialing system or an artificial or prerecorded  
 2 voice."

3 105.47 C.F.R. § 64.1200(a)(1) specifically protects the following: "emergency  
 4 telephone line," "guest room or patient room of a hospital, health care facility, elderly  
 5 home, or similar establishment," and/or "cellular telephone service." 47 C.F.R. §  
 6 64.1200(a)(2) further prohibits entities from "initiat[ing], or caus[ing] to be initiated, any  
 7 telephone call that includes or introduces an advertisement or constitutes telemarketing,  
 8 using an automatic telephone dialing system or an artificial or prerecorded voice, to any of  
 9 the lines or telephone numbers described... "

10 106. The National Do-Not-Call Registry allows consumers to register their telephone  
 11 numbers and thereby indicate their desire to not receive telephone solicitations at those  
 12 numbers: 47 C.F.R. § 64.1200(c)(2).

13 107. A listing on the Registry "must be honored indefinitely, or until the registration  
 14 is cancelled by the consumer or the telephone number is removed by the database  
 15 administrator": *Id.*

16 108. The TCPA and implementing regulations prohibit the initiation of telephone  
 17 solicitations to residential telephone subscribers whose numbers are on the Registry and  
 18 provide a private right of action against any entity making those calls or "on whose behalf"  
 19 such calls are promoted: 47 U.S.C. § 227(c)(5); 47 C.F.R. § 64.1200(c)(2).

20 109. 47 C.F.R. § 64.1200(d) states, "No person or entity shall initiate any call for  
 21 telemarketing purposes to a residential telephone subscriber unless such person or entity  
 22 has instituted procedures for maintaining a list of persons who request not to receive  
 23 telemarketing calls made by or on behalf of that person or entity." It goes on to establish  
 24 specific "minimum standards":

25 (1) "Persons or entities making calls for telemarketing purposes must have a  
 26 written policy, available upon demand..."  
 27 (2) "[P]ersonnel engaged in any aspect of telemarketing must be informed and  
 28 trained in the existence and use of the do-not-call list."  
 (3) "If a person or entity making a call for telemarketing purposes ... receives a  
 request ... not to receive calls from that person or entity, the person or entity

must record the request and place the subscriber's name ... and telephone number on the do-not-call list at the time the request is made ... must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made."

(4) "A person or entity making a call for telemarketing purposes must provide the called party with the name of the individual caller, the name of the person or entity on whose behalf the call is being made, and a telephone number or address at which the person or entity may be contacted."

(5) "A person or entity making calls for telemarketing purposes must maintain a record of a consumer's request not to receive further telemarketing calls."

111

## Claims

### Count One

110. Plaintiff incorporates the foregoing allegations as fully set forth herein.

13        111. The foregoing acts and omissions of Defendants and/or their affiliates,  
14 agents, and/or other persons or entities acting on Defendants' behalf constitute violations  
15 of the TCPA, 47 U.S.C. § 227, by sending calls, except for emergency purposes, to  
16 Plaintiff's telephone which is assigned to a cellular telephone service using an ATDS.

17        112. As a result of their unlawful conduct, Defendants invaded Plaintiff's personal  
18 privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(b)(3)(B), entitling  
19 him to recover \$500 in civil fines for each violation and an injunction requiring Defendants  
20 to stop his illegal calling campaign.

21       113. Plaintiff is also entitled to and does seek injunctive relief prohibiting  
22 Defendants and/or his affiliates, agents, and/or other persons or entities acting on  
23 Defendants' behalf from violating the TCPA, 47 U.S.C. § 227, by making calls or sending  
24 messages, except for emergency purposes, to any number using an artificial or prerecorded  
25 voice in the future.

26       114. Plaintiff is entitled to an award up to \$1500 in damages for each knowing and  
27 willful violations of 47 U.S.C. § 227(b)(3)(B)

28 115. Defendants' violations were willful and/or knowing.

## Count Two

116. Plaintiff incorporates the foregoing allegations as fully set forth herein.

3       117. Defendants called Plaintiff's private residential telephone number, which was  
4 registered on the National Do-Not-Call Registry more than thirty-one (31) days prior to the  
5 calls, in violation of 47 U.S.C. § 227(c)(3)(F) and 47 C.F.R. § 64.1200(c)(2).

6 118. As a result of their unlawful conduct, Defendants invaded Plaintiff's personal  
7 privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(c)(3)(F) entitling him  
8 to recover \$500 in civil fines for each violation and an injunction requiring Defendants to  
9 stop his illegal calling campaign.

10        119. Plaintiff is entitled to an award up to \$1500 in damages for each knowing and  
11 willful violation of 47 U.S.C. § 227(c)(3)(F).

12. Defendants' violations were willful and/or knowing.

## Relief Sought

WHEREFORE, Plaintiff requests the following relief:

15 A. Injunctive relief prohibiting Defendants from calling telephone numbers using an  
16 artificial or prerecorded voice and/or ATDS.

17 B. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500  
18 in damages for each violation or—where such regulations were willfully or knowingly  
19 violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(b)(3).

20 C. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500  
21 in damages for each violation or—where such regulations were willfully or knowingly  
22 violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(c)(3).

23 D. Because of Defendants' violations of the FTSA, Plaintiff seeks for himself \$500 in  
24 damages for each violation or—where such regulations were willfully or knowingly  
25 violated—up to \$1,500 per violation, pursuant to Fla. Stat. § 501.059.

26 E. Such other relief as the Court deems just and proper.

1 RESPECTFULLY SUBMITTED on this July 9, 2025.

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3 */s/Jason Crews*  
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4 Jason Crews

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COMPLAINT- 19